

**CITY OF MIDDLETOWN - PURCHASING OFFICE
MUNICIPAL BUILDING ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT. 06457
(860) 638-4895**



CONTRACT DOCUMENTS

**BID #2014-021
PRINTING OF CITY LETTERHEAD, BUSINESS CARDS AND ENVELOPES
VARIOUS DEPARTMENTS
Middletown, Connecticut**

BID OPENING: Monday, July 21, 2014 at 11:00 AM

**QUESTIONS:
Contact the Purchasing Office at
purchase@middletownct.gov
or via fax at 860-638-1995**

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID #2014-021 PRINTING OF CITY LETTERHEAD, BUSINESS CARDS AND ENVELOPES VARIOUS DEPARTMENTS

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Hereinafter referred to as the **Contract Documents**

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Municipal Building, Room 112, 245 DeKoven Drive, Middletown, CT 06457, shall be received on **Monday, July 21, 2014 at 11:00 AM** for the following:

**BID #2014-021
PRINTING OF LETTERHEADS, BUSINESS CARDS, AND ENVELOPES
FOR VARIOUS DEPARTMENTS**

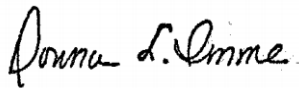
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov.**

All questions concerning this bid should be directed in writing to the office of the Supervisor of Purchases by facsimile at (860) 638-1995 or by email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and marked as noted in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered. All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 07/01/2014
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable. Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give price(s) both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted sealed in an envelope using the Bid Return Label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidder must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing changes or modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Conditional or Qualified Bids - Conditional or qualified bids will not be accepted by the City of Middletown.

6. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance

of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute.

7. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

8. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract to the lowest responsible bidder(s) submitting the lowest unit cost per category, complying with these specifications, providing that sufficient funds are available to award the contract(s). However, the City of Middletown shall reserve the right to make a multiple award based upon the lowest cost

per unit price(s). **The City reserves the right to award based on what is in their best interest.**

9. **Partial Bids** - Partial bids **will be accepted. However**, if a bid is submitted on a **specific category**, the bidder must submit a bid for **each item within that category** as specified. **Bidders shall be required to submit a bid on each listed item within each category to be given consideration for an award based on the lowest responsible bidder within the category.**

10. **Contract Term** - The contract term shall be for a period of twenty-four (24) months commencing on or after **August 1, 2014 and terminating on July 31, 2016.** **UNIT PRICING SHALL BE FIXED FOR THE DURATION OF THE CONTRACT.**

11. **Prices** - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. Prices are to include furnishing the items as specified, inclusive of any transportation costs necessary to comply with the City's requirements.

12. **Interpretations and Addenda** - **No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.** Every request for an interpretation shall be made **in writing**, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via facsimile to (860) 638-1995 or email to purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted in writing by **Monday, July 14, 2014 by 3:00 pm.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for

incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.MiddletownCT.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

13. **Termination of Agreement** - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving thirty (30) days advance written notice to the bidder of such termination in the month in which the termination is to take effect.

The bidder shall be compensated at the bid unit price(s) for only those items delivered up to the end of that month, at which time this contract shall terminate.

14. **Insurance** - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

15. Time for Performance -

- A. **Printed items authorized for delivery by the City, by Purchase Order shall be delivered within five (5) to ten (10) consecutive calendar days from receipt of order.**
- B. **Failure to meet such required delivery time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such materials from the most expeditious alternate source available to them.**
- C. **All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from the alternate source.**

16. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

17. Delivery and Payment Terms - Printed items to be furnished pursuant to this contract shall be delivered **Free on Board** hereinafter referred to as **FOB**, freight prepaid, City of Middletown to that location specified on the purchase order. Printed item deliveries shall be made on an "**AS NEEDED BASIS**", to multiple City locations and shall be an **inside delivery**.

Payment discounts for early payment are

preferred. All others shall be net 30 days unless specified otherwise. The bidder shall invoice the City following delivery with said invoice detailing the number of units provided times the unit bid price per unit.

18 Quantities - **The quantities specified herein are approximate only as determined by the City.** They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids. **Bidders are advised that these quantities are not guaranteed. The City of Middletown shall reserve the right to increase or decrease the actual quantities required or may delete items, at the time the contract is awarded or at any time thereafter, without prejudice toward the quoted bid price if to do so is in the City's best interest.**

19. Excise and Sales Tax - Purchases made by the City of Middletown are **exempt** from the payment of Federal Excise and Connecticut Sales taxes. **Such taxes must not be included in the bid prices.** Exemption certificates will be provided at the bidder's request.

20. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

21. Substitutions - **Substitutions of any item specified shall not be acceptable to the City of Middletown without prior written authorization.**

22. Extension Option - **The City of Middletown reserves the right to renew the contract for up to**

one additional year provided that existing contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties. Authorization to renew the contract shall subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to the contract for the Mayor's signature. No other act shall serve as authorization for contract renewal

23. Samples - Each bidder may be required to submit printed samples for evaluation upon the request of the City. The samples shall be submitted to the Purchasing Office, Room 112, Municipal Building. Samples shall be clearly marked with the name of the bidder, bid number, paperweight and type. The samples shall be submitted in sufficient quantity for the city to make an evaluation. All costs associated with the delivery and removal of these samples shall be the responsibility of the bidder.

The City of Middletown shall make the final determination with respect to the conformance of the printed sample to the specifications; its suitability for its intended purpose; and may reject any printed sample that does not meet the specifications.

24. Unit of Measure - For the purpose of comparing bids, the bidder shall be required to provide unit pricing per box of five hundred **(500)** sheets for the letterhead, per box of one thousand **(1,000)** for envelopes and per box of five hundred **(500)** for business cards.

25. Alternate Bids - Alternate bids will not be considered unless specifically called for in the "Invitation to Bid". An alternate proposal is defined as one which is submitted in addition to the bidder's primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.

26. Equivalent or Equal Unit / Substitutions - Unless limited by the term "no substitute" the use

of the name of a manufacturer or of any particular make, model or brand in describing an item, does not restrict bidder to that manufacturer or specific article, this means being used simply to indicate the character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the City to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he/she offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

27. Invoicing and Payment - Following award, each department shall process separate purchase orders for their requirements on an **"as needed" basis**. The selected bidder shall furnish itemized invoices on a monthly basis to each department for approval referencing the purchase order number. Each invoice shall be itemized by quantity, description and unit cost charged. The Department Director shall then approve the invoice and forward to the Finance Department for payment. Payment shall then be made to the supplier no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Finance Department.

28. Corrections to Bids - Corrections, erasures or changes to the bid must be noted over the signature of the bidder.

29. Typeset and Artwork - All bid unit prices shall include typesetting charges. The bidder is advised that the original artwork for reproducing the City Seal shall be furnished to the successful bidder following award.

30. Print Overrun - Bidders are advised that the City of Middletown will not accept print overrun charges of the original order amount.

31. Facsimile Bids - Facsimile bids will not be accepted by the City of Middletown under any circumstance.

32. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase

contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.
(5-14-93)

33. Americans with Disabilities Act - The bidder in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

- (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more

than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- (2) On projects the cost of which are over \$1,000,000 but less than \$5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- (3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. **(2/8/78, 12/2/02)**

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN

EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the

Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

**AFFIDAVIT OF LOCAL VENDOR
(MIDDLETOWN BASED BUSINESSES ONLY)**

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business name and address

which is the bona fide principal place of business for

Business name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor name

owner of _____, signer and sealer
Business name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires:_____

BID #2014-021
PRINTING OF CITY LETTERHEAD, BUSINESS CARDS AND ENVELOPES
VARIOUS DEPARTMENTS - CITY OF MIDDLETOWN

<u>GENERAL SPECIFICATIONS</u>

The City of Middletown will accept bids from interested bidders to print and deliver various printed forms to include City letterhead, envelopes and business cards as required by various City departments to include but not limited to the following departments:

LOCATION	DELIVERY ADDRESS
1. Municipal Building	245 DeKoven Drive
2. Russell Library	123 Broad Street
3. Police Department	222 Main Street
4. Parks Department	319 Butternut Street
5. Arts/Recreation Department	100 Riverview Center
6. Fire Department	533 Main Street
7. Senior Center	150 William Street
8. Water and Sewer	82 Berlin Street
9. Central Communications	169 Cross Street

It is the intent of the City to establish a term contract with the successful bidder for the purchase of these items with **fixed unit pricing** for a contract term of twenty-four (24) months commencing on or after **August 1, 2014 and terminating July 31, 2016.**

The bidder shall indicate on the Proposal Pages the cost per unit, and corresponding extension for each listed item. For the purpose of cost comparison, bidders shall be **required** to bid on the unit of measure indicated. **Failure to bid on the unit of measure specified may be cause for disqualification.**

Whenever possible, the City of Middletown will attempt to place bulk/multiple orders, however due to insufficient storage capacity, indeterminate, variable quantities, and multiple departmental participation, this contract will be based on "as needed" basis and does not allow for annual order requirements, unless noted otherwise on the Proposal Pages.

Bidders are advised that minimum order requirements for all individual departments shall be as follows:

Letterhead:	500 sheets per box
Business Cards:	500 cards per box
Envelopes:	1,000 envelopes per box

ALTERNATE BID

The City requests that bidders submit alternate bid prices for recycled fiber content paper. The determination to purchase said recycled fiber content paper shall be determined based on the percentage price differential between virgin and recycled content paper.

The City shall reserve the right to award the contract for either the virgin and or recycled fiber content paper and or any combination thereof based upon this price differential; taking into consideration the performance of the recycled fiber content paper. **The award determination for both the virgin and recycled content paper shall be made based upon the lowest unit cost submitted per item.**

Bidders are advised that the City shall reserve the right to accept and or reject the alternate bid items in any order or combination at the time the contract is awarded. The award determination shall be based upon the lowest unit prices submitted.

RECYCLED FIBER CONTENT PAPER SPECIFICATIONS

DEFINITION:

For the purpose of this bid, recycled fiber content paper shall be defined as follows:

"Recovered paper material" means paper waste generated after the completion of a papermaking process, such as post consumer material, envelope cuttings, bindery trimmings, printing waste, cutting and other converting waste, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residue such as bark."

MINIMUM CONTENT OF POST CONSUMER FIBER;

The recommended minimum percentage of recovered post consumer fiber shall be **thirty percent (30%)** for the following classifications of paper:

- A. Mimeo and duplicator paper
- B. Paper for high speed copiers
- C. Bond paper
- D. Computer paper

BID #2014-021
PRINTING OF CITY LETTERHEAD, BUSINESS CARDS AND ENVELOPES
VARIOUS DEPARTMENTS
CITY OF MIDDLETOWN

BID PROPOSAL PAGES

Issue Date: **07/01/2014** Reply Date: **Monday, July 21, 2014 at 11:00 AM**

To: Purchasing Agent
City of Middletown
Room 112, Municipal Building
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, specifications and related documents and propose and agree to contract with the City of Middletown, in the form of an agreement, to provide printed items at the per unit costs detailed here-in for a contract term of twenty-four (24) months to commence on or after **August 1, 2014 and terminating on July 31, 2016.**

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

We acknowledge receipt of the following addendum, if applicable:

☐ **Addendum #1** Date _____

☐ **Addendum #2** Date _____

#	ANNUAL QTY (BOX OF 500)	DESCRIPTION AND UNIT PRICE (WRITTEN FIGURES)	UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
CATEGORY I. CITY LETTERHEAD AND BUSINESS CARDS				
1.	65	<p>PRINTED LETTERHEAD WITH BLACK INK 8 1/2" X 11", STRATHMORE WRITING WOVE FINISH SMOOTH 24# BRIGHT WHITE</p> <p>PRINTED WITH / WITHOUT CITY SEAL FORMAT AS SHOWN ON <u>SAMPLE #1</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 SHEETS</p> <hr/> <p>UNIT PRICE (WRITTEN FIGURES)</p>	\$ _____	\$ _____
2.	5	<p>BLANK "STATIONARY" FOR MAYOR'S OFFICE (PAPER MUST BE IDENTICAL TO ITEM#1 LETTERHEAD) 8 1/2" X 11", STRATHMORE WRITING WOVE FINISH SMOOTH, 24# BRIGHT WHITE</p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 SHEETS</p> <hr/> <p>UNIT PRICE (WRITTEN FIGURES)</p>	\$ _____	\$ _____
3.	30	<p>PRINTED LETTERHEAD WITH COLOR INK 8 1/2" X 11", STRATHMORE WRITING WOVE FINISH SMOOTH, 24# BRIGHT WHITE</p> <p>PRINTED WITH / WITHOUT CITY SEAL – ONE COLOR ONLY PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #1</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 SHEETS</p> <hr/> <p>UNIT PRICE (WRITTEN FIGURES)</p>	\$ _____	\$ _____

#	ANNUAL QTY (BOX OF 500)	DESCRIPTION AND UNIT PRICE (WRITTEN FIGURES)	UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
4.	10	<p>PRINTED LETTERHEAD WITH COLOR INK FOR MAYOR'S OFFICE 8 1/2" X 11", ASTROPARCHE WAUSAU 60#, NO SUBSTITUTES <u>PAPER COLOR:</u> GRAY</p> <p>PRINTED WITH CITY SEAL, BLUE INK FORMAT AS SHOWN ON <u>SAMPLE #2</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 SHEETS</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>
5.	40	<p>BUSINESS CARDS WITH BLACK INK STANDARD SIZE, 80 # <u>WHITE</u> COVER STOCK FORMAT AS SHOWN ON <u>SAMPLE #3</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>
6.	5	<p>BUSINESS CARDS WITH COLOR INK STANDARD SIZE, 80 # <u>WHITE</u> COVER STOCK</p> <p>PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #3</u> <u>ONE COLOR ONLY</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>

#	ANNUAL QTY (BOX OF 500)	DESCRIPTION AND UNIT PRICE (WRITTEN FIGURES)	UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
7.	5	DOUBLE SIDED BUSINESS CARDS WITH BLACK INK STANDARD SIZE, 80# <u>WHITE</u> COVER STOCK FORMAT AS SHOWN ON <u>SAMPLE #4</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____ \$ _____	\$ _____ \$ _____
8.	5	DOUBLE SIDED BUSINESS CARDS WITH COLOR INK STANDARD SIZE, 80# <u>WHITE</u> COVER STOCK PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #4</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____ \$ _____	\$ _____ \$ _____
CATEGORY I. CITY LETTERHEAD AND BUSINESS CARDS SUB-TOTAL OF ITEMS #1-8: _____ (_____) _____ WRITTEN FIGURES				

#	ANNUAL QTY (BOX OF 500)	DESCRIPTION AND UNIT PRICE (WRITTEN FIGURES)	UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
CATEGORY II. RECYCLED BUSINESS CARDS				
9.	10	BUSINESS CARDS WITH BLACK INK STANDARD SIZE, 80 # <u>RECYCLED</u> COVER STOCK FORMAT AS SHOWN ON <u>SAMPLE #3</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____ \$ _____	\$ _____ \$ _____
10.	5	BUSINESS CARDS WITH COLOR INK STANDARD SIZE, 80 # <u>RECYCLED</u> COVER STOCK PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #3</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____ \$ _____	\$ _____ \$ _____
11.	5	DOUBLE SIDED BUSINESS CARDS WITH BLACK INK STANDARD SIZE, 80# <u>RECYCLED</u> COVER STOCK FORMAT AS SHOWN ON <u>SAMPLE #4</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____ \$ _____	\$ _____ \$ _____

12.	5	<p>DOUBLE SIDED BUSINESS CARDS WITH COLOR INK STANDARD SIZE, 80# <u>RECYCLED</u> COVER STOCK</p> <p>PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #4</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 500 CARDS</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>CATEGORY II. RECYCLED BUSINESS CARDS SUB-TOTAL OF ITEMS #9-12:</p> <p>_____ (_____) _____</p> <p>WRITTEN FIGURES</p>				

#	ANNUAL QTY (BOX OF 1000)	DESCRIPTION	UNIT PRICE	EXTENSION
CATEGORY III. ENVELOPES				
13.	5	#9 CUSTOM RETURN BUSINESS ENVELOPE WITH <u>BLACK</u> INK FOR REGISTRAR OF VOTERS OFFICE STANDARD SIZE, 24# WHITE WOVE STANDARD COMMERCIAL FLAP FORMAT AS SHOWN IN <u>SAMPLE #5</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 1000 _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____	\$ _____
14.	40	#9 RETURN CUSTOM BUSINESS ENVELOPE WITH <u>BLACK</u> INK FOR TAX COLLECTOR'S OFFICE STANDARD SIZE, 24# WHITE WOVE STANDARD COMMERCIAL FLAP THREE (3) RETURN ADDRESS LINES IN UPPER LEFT "PLACE POSTAGE STAMP HERE" IN UPPER RIGHT FORMAT AS SHOWN IN <u>SAMPLE #6</u> DELIVERY: <u>ONE DELIVERY OF 40 BOXES (40,000) PER YEAR</u> UNIT PRICE PER BOX OF 1000 _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____	\$ _____

#	ANNUAL QTY (BOX OF 1000)	DESCRIPTION	UNIT PRICE	EXTENSION
15.	15	<p>#9 CUSTOM RETURN BUSINESS ENVELOPE WITH <u>BLACK INK</u> FOR WATER DEPARTMENT STANDARD SIZE, 24# WHITE WOVE STANDARD COMMERCIAL FLAP</p> <p>THREE (3) RETURN ADDRESS LINES IN UPPER LEFT "PLACE POSTAGE STAMP HERE" IN UPPER RIGHT FORMAT AS SHOWN IN <u>SAMPLE #7</u></p> <p>DELIVERY: <u>ONE DELIVERY OF 15 BOXES (15,000) PER YEAR</u> UNIT PRICE PER BOX OF 1000</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>
16.	90	<p>#10 REGULAR ENVELOPE WITH <u>BLACK INK</u> STANDARD SIZE, 24# WHITE WOVE STANDARD COMMERCIAL FLAP</p> <p>WITH/WITHOUT CITY SEAL AND ADDRESS PRINTED FORMAT AS SHOWN IN <u>SAMPLE #8</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 1000</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>

#	ANNUAL QTY (BOX OF 1000)	DESCRIPTION	UNIT PRICE	EXTENSION
17.	45	<p>#10 REGULAR ENVELOPE WITH <u>COLOR INK</u> STANDARD SIZE, 24# WHITE WOVE STANDARD COMMERCIAL FLAP</p> <p>WITH/WITHOUT CITY SEAL AND ADDRESS PRINTED PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #8</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 1000</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>
18.	5	<p>#10 REGULAR ENVELOPE WITH <u>COLOR INK</u> 24# STRATHMORE BOND FLUORESCENT WHITE WOVE STANDARD COMMERCIAL FLAP</p> <p>WITH/WITHOUT CITY SEAL AND ADDRESS PRINTED PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #8</u></p> <p>DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 1000</p> <p>_____</p> <p>UNIT PRICE (WRITTEN FIGURES)</p>	<p>\$ _____</p>	<p>\$ _____</p>

#	ANNUAL QTY (BOX OF 1000)	DESCRIPTION	UNIT PRICE	EXTENSION
19.	5	#10 REGULAR ENVELOPE WITH BLACK INK FOR TAX COLLECTOR'S OFFICE 24# RAG/CERTIFICATE BOND, 25% COTTON FIBER STANDARD COMMERCIAL FLAP BLACK INK WITH ADDRESS PRINTED FORMAT AS SHOWN IN <u>SAMPLE #9</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 1000 _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____ _____	\$ _____ _____
20.	45	#10 REGULAR WINDOW ENVELOPE WITH BLACK INK 24# WHITE WOVE, STANDARD COMMERCIAL FLAP WITH/WITHOUT CITY SEAL AND ADDRESS PRINTED FORMAT AS SHOWN IN <u>SAMPLE #10</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 1000 _____ UNIT PRICE (WRITTEN FIGURES)	\$ _____ _____	\$ _____ _____

#	ANNUAL QTY (BOX OF 1000)	DESCRIPTION	UNIT PRICE	EXTENSION
21.	25	#10 REGULAR WINDOW ENVELOPE WITH COLOR INK 24# WHITE WOVE, STANDARD COMMERCIAL FLAP WITH/WITHOUT CITY SEAL AND ADDRESS PRINTED PREMIUM INK COLORS – PANTONE MATCHING SYSTEM RED, GREEN, BLUE, BROWN AND OTHER PREMIUM COLORS MAY BE REQUESTED - FORMAT AS SHOWN ON <u>SAMPLE #10</u> DELIVERY: "AS NEEDED" IN VARIABLE QUANTITIES UNIT PRICE PER BOX OF 1000 <hr/> UNIT PRICE (WRITTEN FIGURES)	\$ _____	\$ _____
22.	60	#10 REGULAR WINDOW ENVELOPE WITH BLACK INK FOR TAX COLLECTOR'S OFFICE 24# WHITE WOVE, STANDARD COMMERCIAL FLAP BLACK INK WITH ADDRESS PRINTED FORMAT AS SHOWN IN <u>SAMPLE #11</u> DELIVERY: <u>MULTIPLE LARGE DELIVERIES FOR A TOTAL OF 60</u> <u>BOXES (60,000) ESTIMATED</u> UNIT PRICE PER BOX OF 1000 <hr/> UNIT PRICE (WRITTEN FIGURES)	\$ _____	\$ _____
CATEGORY III. ENVELOPES SUB-TOTAL OF ITEMS #13-22: <hr/> WRITTEN FIGURES (_____)				

#	ANNUAL QTY (BOX OF 1000)	DESCRIPTION	UNIT PRICE	EXTENSION
GRAND TOTAL OF ITEMS #1-22:				
_____ (_____)_____				
WRITTEN FIGURES				
Quoted bid prices are all inclusive of all delivery and transportation costs with the items delivered FOB, City of Middletown.				

PAYMENT TERMS: NET 30

DELIVERY TERMS: WITHIN 5 TO 10 CONSECUTIVE CALENDAR DAYS ARO
(Per Information for Bidders Item #15)

_____ or _____
 YES NO Alternate Delivery Time

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year. Please indicate below with an "X":

_____ or _____
 YES NO

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 28)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

EXHIBIT A - INSURANCE REQUIREMENTS

Bid #2014-021

Printing of Letterhead, Business Cards, and Envelopes

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

RISK MANAGER'S OFFICE

**June 26, 2014
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2014-021 Printing of City Letterhead, Business Cards, and Envelopes

Return Date: Monday, July 21, 2014 at 11:00 AM

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

